

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12652-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

ANTONY DAVIES

Respondent

Before:
Mr G Sydenham (Chair)
Ms A Horne
Mrs S Gordon

Date of Hearing: 12 March 2025

Appearances

Tom Walker Legal Director at Blake Morgan LLP of One Central Square, Cardiff, CF10 1FS for the Applicant.

The Respondent represented himself.

JUDGMENT ON AGREED OUTCOME

Allegations

1. The allegations against the Respondent, Antony Davies, made by the SRA are that, while in practice as a Partner at Spencer Davies Solicitors (“the Firm”) and in the course of acting in the administration of an estate for which he was co-executor:

- 1.1 On 28 November 2006 and 28 December 2006, the Respondent caused or allowed two payments to be made from the estate, in the sums of £25,000 and £14,000 respectively, to him and/or his wife without the knowledge and/or consent of his co-executor and/or the other beneficiaries.

In doing so, the Respondent acted in breach of any or all of Rule 1(a) and Rule 1(d) of the Solicitors Practice Rules 1990 (“SPR”). The allegation was advanced on the basis that the Respondent’s conduct was lacking integrity. A lack of integrity is alleged as an aggravating feature of the Respondent’s conduct but is not an essential ingredient in proving the allegation.

- 1.2 The Respondent acted where there existed a conflict of interest or a significant risk of conflict of interest. In doing so, the Respondent acted in breach of Rule 16D SPR.

The Respondent admitted the allegations set out above.

Documents

2. The Tribunal had, amongst other things, the following documents before it:-
 - The Form of Application dated 25 July 2025.
 - Rule 12 Statement dated 25 July 2024 and exhibits.
 - Agreed Outcome submitted 7 March 2025

Background

3. The Respondent, who was born on 9 February 1960, is a Partner at McGarry & Co Solicitors, having been admitted to the Roll on 1 September 1984. At the relevant time, for the purposes of these proceedings, he was a Partner of the Firm.
4. In the course of acting for the Estate of Person A, the Respondent made improper payments, from which he benefitted, and acted in circumstances where there was a conflict of interest.

Application for leave

5. The parties lodged the application less than 28 days from the date of the Substantive Hearing and therefore required the leave of the Tribunal to submit the Agreed Outcome proposal.

6. The Applicant and Respondent apologised for the late submission, which was regrettable and no discourtesy to the Tribunal had been intended. Mr Walker explained that discussions between the parties started at the end of January 2025. It was not the case that the discussions had been ongoing for many months or that the parties had lapsed into non-progression for long periods. However, in practical terms this represented a tight timescale. Mr Davies explained that there had been no delay on his part and that he responded to correspondence when received.
7. The Tribunal noted that the application was submitted on 7 March 2025 with the Substantive Hearing listed to be heard on 12 March 2025. The application had been made very late and on the face of it there appeared to be no reason why it could not have been made earlier. The reason for the time limit is so that there is time to convene a different division of the Tribunal (to that which is listed to hear the Substantive Hearing) to consider the Agreed Outcome. If the division listed to hear the substantive case considers the Agreed Outcome, and declines to approve it, there is a likelihood that the Substantive Hearing date will be lost as the Tribunal members who were listed to sit will have to recuse themselves. The late submission of such Applications therefore interferes with the Tribunal's ability to make proper arrangements for listing matters and is disruptive for Tribunal members, who work in other roles and professions, but are necessarily required to ensure their availability over a number of days.
8. That said, given the circumstances relating to the Respondent and the proposal set out in the Agreed Outcome, the Tribunal decided it was right to grant the parties leave.

Application for the matter to be resolved by way of Agreed Outcome

9. The parties invited the Tribunal to deal with the Allegations against the Respondent in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Findings of Fact and Law

10. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under Section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
11. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made.
12. The Tribunal considered the Guidance Note on Sanction (11th edition). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
13. The Respondent had admitted lack of integrity and there could be no doubt that his culpability for his conduct was high, and that his actions had had the potential to indirectly harm the reputation of the legal profession. However, the Tribunal accepted that all beneficiaries ultimately received their full entitlements and that, while the

Respondent and Person C may have received the advance payments before the other beneficiaries, the position was ultimately rectified. There had been no loss to any individual, and this conduct had been a single episode, in an otherwise unblemished career.

14. The Tribunal noted that the Respondent had (latterly) made full and frank admissions, had fully cooperated with the SRA throughout its investigation, and had shown some insight. There had been no repetition in the 18 years which had elapsed since the misconduct.
15. In all the circumstances the Tribunal accepted that a fine in the sum of £7,501.00 was a reasonable and proportionate sanction to mark the seriousness of the misconduct, protect the public and maintain the reputation of the profession.
16. The Tribunal considered that this case served as a reminder to the profession to exercise great care and caution when acting in a legal capacity for family members. To do so creates several risks, including potential conflicts of interest, and compromising professional judgment.

Costs

17. The parties had agreed that the Respondent should pay costs in the sum of £10,210.00. The Tribunal considered the Applicant's costs schedule and determined that the agreed amount was reasonable and appropriate. Accordingly, the Tribunal ordered that the Respondent pay costs in the agreed sum.
18. The Tribunal considered the evidence with which it had been provided as to the Respondent's means. It ordered that the order for costs should not be enforced without leave of the Tribunal.

Statement of Full Order

19. The Tribunal ORDERED that the Respondent, ANTONY DAVIES, solicitor, do pay a fine of £7,501.00, such penalty to be forfeit to His Majesty the King, and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £10,210.00, such costs order not to be enforced without leave of the Tribunal.

Dated this 20th day of March 2025
On behalf of the Tribunal

G. Sydenham

G. Sydenham
Chair

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL
IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)
AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

- and -

ANTONY DAVIES

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

1. By its application dated 25 July 2024, and the statement made pursuant Rule 12(2) of the Solicitors (Disciplinary Proceedings) Rules 2019 which accompanied that application, the Solicitors Regulation Authority Ltd ("**the SRA**") brought proceedings before the Solicitors Disciplinary Tribunal, making two allegations of misconduct against Mr Antony Davies ("**the Respondent**").

The Allegations

2. The allegations against the Respondent, made by the SRA within the Rule 12 Statement, were that while in practice as a Partner at Spencer Davies Solicitors ("the Firm") and in the course of acting in the administration of an estate for which he was co-executor:

Allegation 1.1

On 28 November 2006 and 28 December 2006, the Respondent caused or allowed two payments to be made from the estate, in the sums of £25,000 and £14,000 respectively, to him and/or his wife without the knowledge and/or consent of his co-executor and/or the other beneficiaries.

In doing so, the Respondent acted in breach of any or all of Rule 1(a) and Rule 1(d) of the Solicitors Practice Rules 1990 ("**SPR**").

Allegation 1.2

The Respondent acted where there existed a conflict of interest or a significant risk of conflict of interest.

In doing so, the Respondent acted in breach of Rule 16D SPR.

3. A lack of integrity was alleged as an aggravating feature in relation to allegation 1.1.
4. The Respondent admits each of these allegations. He also admits that his conduct in relation to allegation 1.1 lacked integrity.

Agreed Facts

5. The following facts and matters, which are relied upon by the SRA in support of the allegations set out within paragraph 2 of this statement, are agreed between the SRA and the Respondent.
6. References to certain individuals and entities have been anonymised as per the schedule to the Rule 12 Statement.

Allegation 1.1

7. Whilst in partnership as Moody & Davies Solicitors, the Respondent was instructed to prepare a will for Person A, which was executed on 18 September 2000 ("**the Will**").
8. Pursuant to clause 3 of the Will, the Respondent was jointly appointed with Person B as executor of Person A's estate ("**the Estate**") and trustee of the trusts arising under the Will.
9. The Respondent was, at the time the Will was executed, Person A's son-in-law. Person B is Person A's daughter. The Respondent's then wife, Person C, is also Person A's daughter and Person B's sister. The Respondent was married to Person C until 2019.
10. Pursuant to the Will, Person A's residuary estate was to be divided amongst six of her

relatives (together, "**the Beneficiaries**").

11. Person B and Person C were two of the Beneficiaries and were to each receive a one-quarter share.
12. On 11 October 2006, Person A died.
13. By this time, the Respondent was in partnership with Mr John Spencer, trading as the Firm.
14. As co-executor, Person B agreed that the Firm would be instructed in relation to the administration of the Estate. A client care letter was sent to Person B on 23 October 2006 and the matter was subsequently conducted by the Respondent.
15. In his capacity as executor of the Will, trustee of the trusts created under it and as the solicitor with conduct of the administration of the Estate, the Respondent owed fiduciary duties, including:
 - 15.1. To act in the best interests of all of the Beneficiaries and to comply with the terms of the Will.
 - 15.2. To act fairly and disinterestedly, and not exercise powers so as to confer an advantage on one beneficiary at the expense of another.
 - 15.3. Not to use or deal with trust property or exploit a position for his own private advantage.
 - 15.4. To act jointly with his co-executor and trustee.
16. On 15 November 2006, the Estate was credited with the sum of £175,424.26 from Standard Life.
17. On 28 November 2006 the Respondent made a payment for £25,000.00 ("**the First Payment**") to him and Person C jointly.
18. On 22 December 2006, the Estate was credited with the sum of £14,000.00 from the Bank of Scotland.
19. On 28 December 2006, the Respondent made a payment of £14,000.00 ("**the Second Payment**") to him and Person C jointly
20. On 27 April 2007, probate was granted to the Respondent and Person B as personal

representatives of Person A. Accordingly, the First Payment and the Second Payment (together, "**the Advance Payments**") were made prior to the Grant of Probate. In contrast, the first distributions made to the other Beneficiaries coincided with the Grant of Probate.

21. The Advance Payments were made in circumstances where:

21.1. None of the other Beneficiaries received an interim payment at the same time.

21.2. The Advance Payments were not disclosed, by the Respondent, to Person B, notwithstanding Person B's status as client and co-executor, or the other Beneficiaries.

21.3. The Respondent directly benefited from the Advance Payments as did Person C.

22. Person B did not become aware of the Advance Payments until she received draft estate accounts on 22 February 2021 ("**the Accounts**"), following a complaint she had made to the Legal Ombudsman ("**LeO**") regarding the Respondent's delay in finalising the Estate.

23. Accordingly, Person B, as co-executor to the Estate and client of the Firm, was not consulted or notified of the Advance Payments and did not consent to them.

24. The Advance Payments were used by the Respondent and Person B to purchase two motor vehicles and the balance was used for their family outgoings. The monies were transferred from the Estate to a file in the name of the Respondent and Person C.

25. The Respondent therefore accepts that:

25.1. The effect of the Advance Payments was that Person C, the Respondent's wife at the time, was treated differently to the other Beneficiaries.

25.2. The Respondent put Person C's and his own interests before the interests of his client and co-executor, Person B, and the other Beneficiaries, in relation to whom he owed fiduciary duties.

25.3. The Advance Payments were not revealed to Person B, his co-executor, client and one of the Beneficiaries as well as being the Respondent's sister-in-law, or the other Beneficiaries, at the time they were made or at any point prior to 2021. The Advance Payments were, therefore, not made pursuant to express instructions and consent was not sought.

25.4. Whilst the Respondent was in communication with Person B in the period from November 2006 to April 2007, whether as his client, co-executor or sister-in-law, the Advance Payments were not revealed.

25.5. When the Respondent wrote to Person B in July 2007, he did not disclose the

Advance Payments and inaccurately recorded that interim payments were only made on 26 April 2007 and 3 May 2007.

- 25.6. Person B or the other Beneficiaries did not consent to the Advance Payments and they did not benefit from a distribution in the same way at that time. Person C and the Respondent therefore benefited financially, at that point, in a way the other Beneficiaries did not.
- 25.7. Public confidence is likely to be undermined by solicitors acting in this manner, given the Respondent was in a position of trust and responsibility as solicitor to the Estate and executor, in addition to being Person B's brother-in-law.
- 25.8. By acting in this manner, the Respondent acted in breach of his position and duty as executor and compromised his independence and the good repute of himself and the legal profession, thereby breaching Rule 1(a) and Rule 1(d) of the SPR.
- 25.9. The Respondent also failed to uphold the higher standards expected of him and his conduct lacked integrity

Allegation 1.2

26. Throughout the relevant time, the Respondent was:

- 26.1. A partner in the Firm involved in settling the Will on behalf of Person A.
- 26.2. The solicitor with conduct of the administration of the Estate.
- 26.3. Executor to the Estate.
- 26.4. Person B's solicitor.
- 26.5. Person B's co-executor.
- 26.6. Person B's brother-in-law.
- 26.7. Husband to Person C, one of the Beneficiaries, and therefore in a position to benefit, directly or indirectly, from distributions made from the Estate.
- 26.8. Registered keeper of a vehicle purchased with funds from the Estate.
- 26.9. Involved in a remortgage of his then matrimonial home in which the Firm was instructed on behalf of himself and Person C.

27. The Respondent accepts that:

- 27.1. As well as owing professional duties as solicitor for the Estate, he owed fiduciary duties to the Beneficiaries, which included not acting where there was a real possibility of a conflict between the Beneficiaries' interests and his own interests.
- 27.2. In circumstances where he stood to gain personally from the Advance Payments, by making them the Respondent acted where there was a conflict, or a significant risk of a conflict, between the interests of Person C, the other Beneficiaries and his own interests.
- 27.3. In particular, he was a husband benefitting from the purchase of new family vehicles and the receipt of funds, when none of the other Beneficiaries were in receipt of funds at the same time.
- 27.4. Person C was only able to receive the Advance Payments without that having occurred because the Respondent was her husband acting as co-executor and solicitor to the Estate. She was, therefore, treated differently.
- 27.5. The Respondent accordingly utilised his professional position and his position of trust to prioritise the interests of Person C and, therefore, his own.
- 27.6. Having regard to his various roles, duties and responsibilities, in making the Advance Payments the Respondent acted where there was a conflict of interest or a substantial risk of a conflict of interest between the interests of his client, Person B, together with the other Beneficiaries, and the interests of Person C and his own interests.
- 27.7. The Respondent acted contrary to Rule 16D of the SPR.

Non-Agreed Mitigation

28. The following mitigation is put forward by the Respondent:
 - 28.1. The Respondent is now 65 and was admitted to the Roll on 1 September 1984. Save for these proceedings, he has in excess of 40 years' unblemished practice as a solicitor.
 - 28.2. The Advance Payments were made in excess of 18 years ago and there have been no other issues in relation to the Respondent's practice since.
 - 28.3. The other Beneficiaries received an amount equal to the Advance Payments by 26 April 2007.
 - 28.4. There was no risk of loss to the Estate even though the Advance Payments were made prior to the Grant of Probate.

28.5. Person B had informed the Respondent that she did not want to be concerned with day to day matters involved with the administration of the Estate.

28.6. All of the Beneficiaries ultimately received their full entitlements.

28.7. The late completion of the Accounts led to the Respondent paying a financial penalty imposed by LeO and to paying another firm to complete the Accounts from his own resources.

Penalty proposed

29. It is proposed that the Respondent should be fined the sum of £7,501.00.

30. With respect to costs, it is further proposed that the Respondent should pay the SRA's costs of this matter agreed in the sum of £10,210.00, which has been reduced due to the Respondent's means.

31. The SRA is satisfied that this is a reasonable and proportionate contribution by the Respondent in all the circumstances, particularly with reference to his means. A Statement of Means completed by the Respondent is attached.

32. Given the Respondent's means, it is agreed that this sum should not be enforced without leave of the Tribunal. Whilst those means are limited due to other, ongoing financial commitments, he remains in practice with an income such that there is a reasonable prospect that, at some time in the future, the Respondent's ability to pay those costs will improve.

Explanation as to why such an order would be in accordance with the Tribunal's sanctions guidance

33. The Respondent's conduct amounted to a departure from the required standards of integrity, probity and trustworthiness.

34. Further, the Respondent's culpability for his actions was high. He was an experienced practitioner and his actions amounted to a breach of a position of trust. His actions were conscious and deliberate and, in the short term at least, he benefitted from them. The Advance Payments were not revealed at the time or at any point prior to 2021.

35. However, whilst the Respondent's actions had the potential to indirectly harm the reputation of the legal profession, all of the Beneficiaries ultimately received all that they were entitled to. The Respondent and Person C may have received the Advance Payments before the other Beneficiaries, but the position was ultimately rectified. There was no loss.

36. Further and in addition:

36.1. The misconduct amounts to a single episode in the context of a previously unblemished career.

36.2. There has been no repetition in the 18 years since the conduct took place.

36.3. The Respondent has made full and frank admissions and recognises that his conduct was wrong and should not have happened.

36.4. The Respondent has fully cooperated with the SRA throughout its investigation.

37. In the circumstances, the seriousness of the Respondent's misconduct is such that a Reprimand would not be a sufficient sanction but neither the protection of the public nor the protection of the reputation of the legal profession justifies a strike off or a suspension.

38. It is therefore proportionate and in the public interest that the Respondent should be fined.

39. With respect to the appropriate level of the fine, other relevant factors to be considered in accordance with the decision in *Fuglers v SRA* [2014] EWHC 179 (Admin) per Popplewell J at [35] and the Tribunal's Guidance Note on Sanction (10th edition) are:

39.1. *Whether the seriousness of the misconduct, and giving effect to the purpose of the sanction, puts the case at or near the top, middle or bottom of the category.* Given the context and the breaches identified, particularly the lack of integrity, it is agreed that a reprimand or a suspension would not be an appropriate alternative sanction and the case should be categorised as more serious, not very or significantly serious.

39.2. *The means available to an individual.* The Respondent has provided information as to his means, setting out his income, expenditure and net disposable income, a copy of which is attached. It is agreed that the Respondent's means should be regarded as limited, justifying an amount at the bottom end of the fine range.

39.3. *Loss to clients.* There were no adverse financial consequences to clients caused by the misconduct.

39.4. *The income generated by the misconduct.* Aside from the early receipt of funds, there were no financial benefits accruing to the Respondent in consequence of their actions.

40. Taking account of these matters, together with the seriousness of the misconduct committed by the Respondent, the case should be regarded as falling into "Level 3:

Conduct Assessed as more serious". The appropriate fine for conduct assessed as falling within Level 3 is £7,501.00 to £15,000.

41. In all the circumstances of the case, it is proportionate and in the public interest that the Respondent should be fined the sum of £7,501.00.

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March

Dated: 06 February 2025

For and on behalf of the SRA

Mr Antony Michael Davies
Respondent in these proceedings

March

Dated: 05 February 2025